

General Terms & Conditions of the HSBC *home&Away* Privilege Programme

Operation of the Programme

The HSBC *home&Away* Privilege Programme ('the Programme') introduces customers to third parties who may be prepared to make offers and discounts available to certain customers of HSBC.

All offers detailed on this Site are provided by third parties. If you have any queries regarding any of the offers, please contact the third party who is providing the offer.

The third party offers are promoted on the Site, which is operated by The Hongkong and Shanghai Banking Corporation Limited. Country-specific terms may apply to the offers from time to time available in different countries.

Eligibility to Participate in the Programme

Please see the specific eligibility criteria of each third party offer.

Generally, the third parties will make any offers available to holders of an Eligible Card.

An 'Eligible Card' means a credit card bearing the 'HSBC' name and logo, any credit card issued by an HSBC Group company or any other credit card notified in writing by us to you as being an Eligible Card from time to time but excluding certain co-branded credit cards as specified by us or other HSBC Group company(ies) from time to time (which may be different from territory to territory) (unless expressly stated otherwise in respect of any benefit, any Programme Participant or any jurisdiction on this Site or otherwise). Third parties may only make certain offers available to holders of particular cards. Please see the specific eligibility criteria of each third party offer for further details.

HSBC may terminate your use of the Programme immediately without notice and for any reason, including if you:

- (a) Do not comply with the Terms and Conditions;
- (b) Do not comply with the terms and conditions of an Eligible Card;
- (c) Cease to be the holder of an Eligible Card (i.e your account is cancelled); or
- (d) Abuse any privilege offered to you under the Programme.

Benefits Under the Programme

The offers and discounts are listed on the Site and may also be listed in general advertising material from time to time.

The offers promoted on the Site may be changed or withdrawn at any time without prior notice.

All offers and discounts are subject to availability and other terms and conditions imposed by the third party providers of the offers

Unless otherwise stated, no offer may be used in conjunction with any other offers, discounts, promotional offers or Programmes, discounted items, shopping and dining coupons, membership benefits, fixed-price items, privilege card(s), loyalty Programmes, or in-house offers. The offers, and any rights they confer, cannot be sold, transferred, assigned, exchanged for cash, other products or discounts or otherwise dealt with except in accordance with the Terms and Conditions.

To claim an offer you must follow any specific instructions of the third party as detailed on the Site or as subsequently notified to you by the third party. In general, in order to claim an offer, you should:

- (a) state the redemption of the offer during any advance booking; and
- (b) settle payment with your Eligible Card or quote details of, show or use your Eligible Card at the time of transaction; if an offer is only available to HSBC Premier credit cardholders, such cardholders must settle payment with their HSBC Premier MasterCard® credit card and to enjoy exclusive offers available to Visa Platinum cardholders, such cardholders must settle payment with their HSBC Visa Platinum card.

Benefits are not applicable to service charges and may not be available during public holidays, festivities or other dates as specified by the respective third party providers. Please check with respective third party providers for details

The offer periods and terms and conditions of each third party's offer are subject to change without prior notice. Neither we nor any other HSBC Group member accepts any liability for any such change and will not notify cardholders separately of any such change.

Other special terms and conditions relating to the offers may also apply. For details, please refer to the individual offer and promotion.

In the case of any dispute, our decision and that of the respective Programme Participants shall be final.

Liability

We have taken and will take all reasonable care to ensure that information we published in on the Site is accurate, but neither we nor any other HSBC Group member accepts any liability relating to information provided by third parties.

All descriptions of offers published on the Site are based on information supplied by third party offer providers. All information is accurate at the time of publication.

Neither we nor any other HSBC Group member shall be responsible for:

- (a) any benefit you receive under the Programme;
- (b) to the extent permitted by law, any death or injury or consequential loss or damage from a benefit; or
- (c) any loss, theft or destruction of a benefit or a voucher.

Neither we nor any other HSBC Group member shall be liable for:

- (a) any unauthorised use of the Programme;
- (b) any failure by you to notify a Programme Participant that a transaction is eligible for a benefit under the Programme;
- (c) any offer not being available from a third party for any reason;
- (d) any failure by a third party to meet the terms and conditions on which it has agreed to provide an offer; or
- (e) any failure to notify you of any change in the Terms and Conditions, the terms and conditions of Programme Participants, the benefits, Programme Participants or qualifying goods and services.
- (f) the suspension and/or termination of the Programme.
- (g) any malfunction, delay in replacing, or unauthorised use of Eligible Cards. The provisions of this sub-paragraph (g) shall not apply if the Eligible Card was issued in any of the United Kingdom, the countries of the European Union or countries in the European Economic Area.

All conditions and warranties, whether express or implied and whether arising under legislation or otherwise, as to the condition, suitability, quality, fitness or safety of any goods or services supplied under the Programme are expressly excluded to the full extent permitted by law. Any liability HSBC may have to you under legislation in respect of such goods and services which cannot be excluded is limited, where permitted, to supplying, or paying the cost of supplying, the goods or services again or repairing, or paying the costs of repairing the goods, at the applicable HSBC Group member's option. The provisions of this paragraph shall not apply if the Eligible Card was issued in any of the United Kingdom, the countries of the European Union or countries in the European Economic Area.

The third party providers of the offers do not have any authority, express or implied, to make any representations, warranties or statements on behalf of any HSBC Group member.

Any tax which is payable arising from your participation in the Programme is your responsibility, including any goods and services tax.

Benefit Specific Terms

For Dining Benefits:

Benefits are valid for dine-in only (unless otherwise specified). Prior reservations are strongly recommended and subject to availability. Prices will be subject to a 10% services charge plus a charge for tea and condiments (unless otherwise specified). Benefits are not applicable to service charges (including the 10% service charge), discounted, special price or fixed-price dishes, special promotional menus, banquets, meetings and conferences, VIP rooms, private rooms, wedding and tickets sales events (please check with the Programme Participants for details). All selected and special menus are subject to availability and may be changed from time to time without prior notice.

For Shopping Benefits:

Benefits are only applicable at specific outlets. Please check with respective Programme Participants for details. The offers are applicable to regular-priced items only.

For all Travel & Leisure and Wine & Dine Benefits:

Black-out dates, local government taxes, reservation and cancellation policies may apply.